

- 5. I propose to complete this project within 20 working days. Rainy, bad weather, Saturdays and Sundays are not considered working days.
- 6. The right-of-way will be cleared only to the extent necessary to construct the fence. Any timber, old fences or other material moved to clear the right-of-way will be pushed onto the new FM roadway and left. The landowner's portion will be left clean. It will be necessary to cross the existing county road with a crawler tractor during construction and I will exercise all possible care not to damage the road, however, I cannot be responsible for damage caused to the oil surface by the track.
- 7. My bid for this contract under conditions stated above is .....\$6,750.20

SPECIAL SESSION  
APRIL 22, 1977

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONER'S COURT met in Special Session, Friday April 22, 1977 in the Titus County Courtroom with all members present.

William Wayne Landrum	County Judge
C.H. Reese	Commissioner Precinct #1
Bert Parr	Commissioner Precinct #2
Alvin Parish, Jr.	Commissioner Precinct #3
Bill Reynolds	Commissioner Precinct #4
Allen LaPrade	County Clerk

and the following proceedings were had to-wit:

IN THE MATTER OF  
PAYING ROAD HANDS

Motion by Commissioner Reynolds and seconded by Commissioner Reese to pay county road hands upon approval of county auditor. Motion carried.

IN THE MATTER OF  
DEPUTATION & BOND

Motion by Commissioner Parr and seconded by Commissioner Reynolds to approve deputation & bond of Wayne Thomas Bell for deputy Sheriff. Motion carried.

IN THE MATTER OF  
OFFICERS EXPENSE ACCOUNTS

Motion by Commissioner Reynolds and seconded by Commissioner Parr to pay expense accounts of VA office to service officers school in Tyler. Motion carried.

IN THE MATTER OF  
APPROVING CONTRACT

Motion by Judge Landrum and seconded by Commissioner Parr to approve fencing contract with David Fulcher to fence ROW to FM 1735. Motion carried.

REVISION NO. 1

APRIL 12, 1977

1a. Paragraph 1 refers to brace posts as being 6 1/2 foot Penta treated posts with 3 inch tops. If an 8' foot Penta treated post with 6 inch top (same as terminal post) is used for the brace post, add \$4.50 per post replaced. If a 6 1/2 foot 4 inch top post is used for braces, add \$3.00 per post replaced.

2a. Paragraph 2 considers the same specifications on gate posts. For substitution of the 8 foot 6 inch top post for a brace post, add \$4.50 per post replaced or for use of the 6 1/2 foot 4 inch top brace post, add \$3.00 per post replaced.

REVISION NO. 2

APRIL 20, 1977

1aa. Changing of all brace posts for corners, terminals and watergaps would require an estimated 150 brace posts to be changed from 3 1/2" tops to 6" tops. This contract will be amended to "change all brace posts to 6" top 8' length posts" for an additional sum of \$675.00.

2aa. After consultation with Land Mark Realtors who handled dealings with landowners concerning fence details and gap and gate openings, it was determined that there would be a total of 10 gaps with each gap being 14' wide. As specified in paragraph 2 of the original bid the cost of gaps would be as follows:

10 each 14' gaps @\$1.00 per foot	\$140.00
10 each braced openings @\$12.40 per opening	124.00
20 brace post changes to 6" @ \$4.50	90.00
<b>TOTAL</b>	<b>\$354.00</b>

There appears to be a total of 5 gate openings to be constructed as follows:	
5 each braced gate openings @\$12.40	\$62.00
10 each brace post changes @\$4.50	45.00
<b>TOTAL</b>	<b>\$107.00</b>
	<b>\$7,886.00</b>

3aa. Any other gaps or gates that become necessary to install after signing of the fencing contract that are over and above the amount specified in the contract would cost \$21.40 per 14' opening plus \$14.00 for the gap. If a 5 panel Apache spring galvanized steel gate is provided the cost will be \$39.00 per gate. If the landowner and the commissioners court require installation of gap or gates after completion of the fence on the property in question there will be an additional charge of \$25.00 per opening.

4aa. Land Mark Realtors told landowners that corner and terminal posts would be 8" tops during their negotiations. If the commissioners court wants to specify this post size it will be necessary to add \$4.33 per post replaced.

Accepted as a contract under the conditions quoted above as revised by the Commissioners Court of Titus County, Texas on 22 day of April, 1977.

<u>/s/ C.H. Reese</u>	<u>/s/ Alvin Parish, Jr.</u>
<u>/s/ Bert Parr</u>	<u>/s/ Bill Reynolds</u>

Accepted as a contract under the conditions quoted above as revised by the contractor

IN THE MATTER OF  
ACCEPTING BIDS

Motion by Commissioner Parr and seconded by Commissioner Parish to accept bid from Leland Equipment Co. for 2 oil tanks for Precinct 2 and Precinct 3 for a price of \$2885.95 per unit upon approval of County Auditor. Motion carried.

Titus County Road Department

April 19, 1977  
Delivery Time 4 weeks  
Cash Discount Not % 30 Days on Merchandise Only

QUAN.	DESCRIPTION	NET PRICE
1	2" Roper pump # 3617-HB	249.75
3	Freight From Factory	12.50
3	EY Yokes 1 1/2"	18.24
1	EY Yoke	6.08
2	2X Cross & bearing.	14.66
1	24118 Shaft	28.75
1	6" Channel pump bracket.	25.00
1	To hook up pump to tank.	85.00
1	40BBL Oval oil tank with baffles, man hole, valve with cab control, spoon on rear to spread oil, lights and reflectors-- installed.	2312.00
1	Set mud flaps	8.00
1	Installation	16.00
1	To install pump and equipment	110.00
		<u>\$2885.98</u>

Note: It is our understanding that a power take off will be furnished with the truck chassis.

All Prices F.O.B. Longview, Texas

IN THE MATTER OF  
ACCEPTING BIDS

Motion by Commissioner Rease and seconded by Commissioner Reynolds to accept bid from Leland Equipment Co. for 1 dump body for Precinct 1 for the price of \$2163.56, upon approval of County Auditor. Motion carried.

Titus County Mt. Pleasant, Texas

April 19, 1977  
Delivery Time Stock Items  
Cash Discount Not % 30 Days on Merchandise Only

QUAN.	DESCRIPTION	NET PRICE	NET PRICE
1	Model 400-W Galion 5 to 6 yd. dump body 10' long, 7' wide with lights and reflectors, 1/2 roll cab guard with mud flaps and one Model U-730 Galion hydraulic hoist, 7" cylinder and drive line with u-joints--less power take off--installed.		\$2163.56

Note: It is our understanding that a power take off will be furnished with the truck chassis.

All Prices F.O.B. Longview, Texas

IN THE MATTER OF  
BOND EUGENIA ROACH

Motion by Commissioner Reynolds and seconded by Commissioner Parr to approve Bond of Eugenia Roach as Deputy County Clerk. Motion carried.

COUNTY DEPOSITORY PLEDGE CONTRACT  
AND/OR FDIC AGREEMENT FOR SCHOOL FUNDS

STATE OF TEXAS |  
COUNTY OF TITUS |

225  
County Number

KNOW ALL MEN BY THESE PRESENTS:

That First National Bank of Mt. Pleasant, Texas, does hereby pledge and deposit the following securities with the Commissioners' Court of Titus County in the amount of \_\_\_\_\_ Dollars, upon the terms and conditions and for the purposes hereinafter set forth:

(Provided, However, that instead of all or a portion of such approved securities; and contingent upon said bank now having, and continuing, and maintaining deposit insurance from the Federal Deposit Insurance Corporation; the deposit and pledge or approved securities may be waived by the commissioners' court in an amount equal to the amount of such Federal Deposit Insurance Corporation protection for public school funds.)

	(SECURITIES PLEDGED FOR PURPOSES OF THE AGREEMENT)
See attached list	\$1,000,000.00 PAR VALUE
FDIC AMOUNT (REGULAR)	
FDIC AMOUNT (INT. & SINKING)	\$ 45,000.00
TOTAL AMOUNT	<u>\$1,045,000.00</u>

THE First National Bank shall furnish or cause to be furnished, safekeeping receipts, or Trust Receipts issued by the holder of the securities pledged to this agreement, to the county Judge or securities pledged and bank further agrees that it shall promptly furnish photo copies of such receipts or other documents to the Texas Education Agency, office of the business manager, Austin, Texas 78711. Bank further agrees and shall promptly furnish to said Texas Education agency notice of any and all changes, substitutions, or replacements, of the collateral securities.

THE CONDITIONS of the above contract are such that, whereas, the above bounden pledgor, the First National Bank of Mt. Pleasant, Texas, was duly and legally chosen by the Commissioners, Court of Titus County, Texas, as depository of the school funds of said county for a period of ten years ending sixty days from the time fixed by law for the next selection of a depository.

NOW, THEREFORE, the above bounden pledgor, the First National Bank of Mt. Pleasant, Texas, agrees to the following, to-wit:

1. That it will safely keep and faithfully disburse the school funds according to law, and pay such warrants and/or vouchers that may be legally drawn on the funds by legal authority, and that it will account for and report annually a statement of such to the Commissioner's Court and to the Commissioner Of Education, as is required by law;
2. That it will comply with all the provisions of the laws of the State of Texas relating to school fund depositories, that it will perform all duties therein specified, and will execute any and all instruments and documents necessary to evidence its obligation to this county;
3. That, at the expiration of the term for which it has been chosen, it will turn over to its successor all the funds, property, and other things of value, coming into its hands as depository, and return the securities pledged to the pledgor. In the event of violation of any or all conditions of this contract, the Commissioners' Court of Titus County, Texas, is hereby authorized to sell at public or private sale, with or without notice to the pledgor, the securities or any part thereof, and apply the proceeds of sale to the satisfaction of any or all conditions of this contract.

THE CONDITIONS of this contract are such that if the said depository bank shall perform all obligations hereinabove specified it shall be null and void, otherwise it shall remain in full force and effect. The above provisions are given in addition to any remedy the pledges may have in any suit brought on this contract in any court in this State. Any suit arising out of or in any way connected with this contract shall be tried in the County of Titus, State of Texas, in any court therein having jurisdiction of the subject matter thereof.

IN TESTIMONY WHEREOF, witness our hands and seal this 22 day of April, A.D. 1977.

(SEAL OF BANK)

First National Bank Mt. Pleasant, Texas

/s/ William Wayne Landrum  
County Judge

By: /s/ W.L. Means  
President

ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF TITUS

Before Me, on this day personally appeared W.L. Means, President of the First National Bank of Mt. Pleasant, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the aforementioned bank, a corporation, for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22nd day of April A.D. 1977

/s/ Mary L. Nore  
Notary Public in and for Titus  
County Texas

SEAL

ISSUE DATE	DESCRIPTION	RATE	MATURITY	PAR VALUE
2-1-70	Texarkana School Dist. No. 7 of Miller Co. Ark. Ref. & Const. Sch. Bd. Ser.	5.375	2-1-78	\$ 25,000.00
6-1-62	Grepevins Tex ISD U/T Schhse Bd.	3.50	6-1-78	10,000.00
6-1-73	Austin TEX Elec. Lgt. & PWR WW & SWR Rev. Bd. Ser. 28	6.00	4-1-79	50,000.00
6-1-68	Austin Tex Elec Lgt & Pwr WW & SWR Sys Rev Bd	4.50	10-1-79	25,000.00
8-15-71	Gregg Co. Tex Raf Bd	5.00	2-15-80	50,000.00
12-1-65	Birdville Tex ISD U/T Sch Bldg. Bd	3.60	6-1-80	20,000.00
10-1-72	Dallas TX GO Var Purpose Bd	6.00	10-1-80	200,000.00
7-1-72	Richardson Tex ISD Sch Bldg Bd	5.50	1-1-81	100,000.00
8-15-72	Alief Tex ISD Schhse BDS Ser II-1972	4.50	2-15-81	150,000.00
5-15-74	Wylie Tex ISD Sch Bldg BD U/T	7.00	5-15-81	25,000.00
8-1-72	So Park TEX ISD of Jefferson Co. Schhse BD	4.40	8-1-82	150,000.00
3-16-76	Harris Co Tex Fld CTRL Dist BD 1973 Ser.C	6.00	3-16-83	65,000.00
3-16-76	Harris Co TEX LFD CTRL Dist BD 1973 Ser.C	6.00	3-16-83	135,000.00
	Total			\$ 1,005,000.00

The above and foregoing minutes of the month of April 1977, were read and approved on this the 11 day of May 1977.

ATTEST: Allen LaPrade  
Allen LaPrade, County Clerk

William Wayne Landrum, County Judge

REGULAR SESSION  
MAY 9, 1977

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONER'S COURT met in Regular Session, Monday May 9, 1977 in the Titus County Courtroom with all members present.

- |                       |                          |
|-----------------------|--------------------------|
| William Wayne Landrum | County Judge             |
| C.H. Reese            | Commissioner Precinct #1 |
| Bert Parr             | Commissioner Precinct #2 |
| Alvin Parish, Jr.     | Commissioner Precinct #3 |
| Bill Reynolds         | Commissioner Precinct #4 |
| Allen LaPrade         | County Clerk             |

and the following proceedings were had to-wit:

IN THE MATTER OF  
PAYING ROAD HANDS

Motion by Commissioner Reynolds and seconded by Commissioner Reese to pay county road hands upon approval of County Auditor. Motion carried.

IN THE MATTER OF  
PAYING MONTHLY BILLS

Motion by Commissioner Reese and seconded by Commissioner Parr to pay monthly bills upon approval of County Auditor. Motion carried.

IN THE MATTER OF  
OFFICERS MONTHLY REPORTS

Motion by Commissioner Reese and seconded by Commissioner Parish to approve officers monthly reports. Motion carried.